

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA  
CIVIL DIVISION

THOMAS GLENN KILDUFF AND KILDUFF TRUCKIN,  
Plaintiff

NO.

v.

JAYCO, INC.,  
Defendant

**COMPLAINT**

1. Plaintiff, Thomas Glenn Kilduff and Kilduff Truckin, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 2507 Judith Street, Bethlehem, PA 18020.

2. Defendant, Jayco, Inc., is a corporation qualified to do an regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 903 S. Main Street, Middlebury, IN 46540, and can be served at this address.

**BACKGROUND**

3. On or about April 12, 2022, Plaintiff purchased a new 2022 Jayco Greyhawk 31F, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1fdxe4fn4ndc28525.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined

by the Lemon Law, totaled more than \$142,604.00. A true and correct copy of the contract is attached hereto, made a part hereof and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the warranty period, Plaintiff complained about defects and or non-conformities to the following vehicle components: roof vent lid broken, rear camera stays on, the passenger side compartment behind the LP tank not latching, radio stopped working, 4<sup>th</sup> compartment back is hard to lock and opens during travel, unit not auto leveling, check engine light illuminating, fuel fill on dash message displaying, dash camera not going back to radio when turn signals used, air conditioner not cooling while driving, drawer under the stove opening when traveling, drawer in the bunk area opening during travel, wires hanging down, and the entry door handle crooked and hard to operate. True and correct copies of the repair invoices are attached hereto, made a part hereof and marked Exhibit "B".

11. The vehicle continues to exhibit defects and nonconformities which substantially impairs its use, value and/or safety as provided in 73 P.S. §1951 et seq.

**COUNT I**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT.**

12. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth in length herein.

13. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

14. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no Automobile manufacturer complies with 16 CFA 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

15. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301 (3).

16. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. §2301 (4),(5) and (8).

17. The subject vehicle is a "consumer product" as defined by 15 U.S.C. §2301 (1).

18. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

19. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

20. Defendant has made attempts on several occasions to comply with the terms of its express warranties;; however, such repair attempts have been ineffective.

21. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

22. Plaintiff has afforded Defendant a reasonable number of opportunities to confirm the vehicle to the aforementioned express warranties, implied warranties and contracts.

23. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

24. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

25. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

26. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

27. Plaintiff avers that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

28. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim

herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorney's fees, and all court costs.

**COUNT II**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiff is a "Person" as defined by 73 §201-2(2).

31. Defendant is a "Person" as defined by 73 §201-2(2).

32. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

33. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

34. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another,

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing.

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

35. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S.

§201-2 et seq.

36. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

37. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

38. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

**TIMOTHY ABEEL & ASSOCIATES, P.C.**

By: /s/ Timothy J. Abeel, Jr.  
Timothy J. Abeel, Jr., Esquire  
Attorney for Plaintiff

## VERIFICATION

Timothy J. Abeel, Jr., states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the forgoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

By: /s/ Timothy J. Abeel, Jr.  
**Timothy J. Abeel, Jr., Esquire**  
**Attorney for Plaintiff**

# EXHIBIT “A”

FRETZ RV

3479 Bethlehem Pike  
Souderton, PA 18964  
(610) 723-3121

REF

STOCK# 17180

E-MAIL

REF 17180 THOMAS GLENN KILDUFF DBA KILDUFF TRUCKIN				DATE 04/12/2022	
ADDRESS 2507 JUDITH STREET BETHLEHEM PA 18020				COUNTY NORTHAMPTON	
SELLER/SHIPPER	RES. PHONE	BUS. PHONE	CELL PH	FAX	
NAME JAYCO					
MANUFACTURER FORD	VIN NUMBER 1FDXE4FN4NDC28525	MODEL GREYHAWK 31 F	SIZE	BODY TYPE C	MTRH.
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	COLOR MODERN FAR	SERIAL NUMBER 1UJLJCBR1N1MF4102	PROPOSED DELIVERY DATE 04/12/2022 12:00:00 P		
INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS TRANSACTION.			BASE PRICE OF UNIT \$ 134,987.00		
OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES			OPTIONAL EQUIPMENT 0.00		
FACTORY	\$ 134,987.00	REBATE	\$ 0.00	SUB-TOTAL \$ 134,987.00	
CUSTOMER VALUE PKG.		SALES TAX		0.00	
TV- Bulk Beds		TIRE TAX		6.00	
		TAG & TITLE		-192.70	
		DOC FEE		389.00	
		CASH PURCHASE PRICE	\$ 135,609.00		
		TRADE-IN ALLOWANCE	\$ 0.00		
		BAL DUE ON ABOVE	\$ 0.00		
		NET ALLOWANCE	\$ 0.00		
		CASH DOWN PAYMENT	\$ 142,604.00		
		LESS TOTAL CREDITS	\$ 142,604.00		
		UNPAID SUB-TOTAL	\$ -6,995.00		
ADDITIONAL ITEMS PURCHASED					
		SERVICE CONTRACT		5,526.00	
		TIRE & WHEEL PROTECTION		1,469.00	
		SALES TAX (If Not Included Above)		419.70	
		UNPAID BALANCE OF CASH SALE PRICE	\$ 0.00		
REMARKS: *NO VERBAL PROMISES					
BALANCE CARRIED TO OPTIONAL EQUIPMENT			\$ 0.00		
Trade-in Yr.	Make	Model			
REMARKS:					
AGREEMENT SUBJECT TO FINAL INSPECTION OF BUYER'S TRADE-IN.					
NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON THE REVERSE SIDE.					
DESCRIPTION OF TRADE-IN	SIZE	T/M #	EXP. DATE	IT IS MUTUALLY UNDERSTOOD THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN NET PAYOFF ON TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT.	
MAKE					
CHASSIS NUMBER	VIN #				
ODOMETER READING	TITLE #				
AMOUNT OWED TO WHOM					
ANY DEBT BUYER OWES ON TRADE-IN IS TO BE PAID BY <input type="checkbox"/> DEALER <input type="checkbox"/> BUYER					
THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING OF BUYER AND SELLER AND SUPERSEDES ALL PREVIOUS STATEMENTS. NO DOCUMENTATION OF THIS AGREEMENT HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS AGREEMENT.					
BUYER(S) ACKNOWLEDGE RECEIPT OF A COPY OF THIS CREDIT AND TIME VALUE AGREEMENT. BUYER(S) HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.					
FRETZ ENTERPRISES, INC.			DEALER	SIGNED X <i>Thomas J. Valency</i> BUYER	
Not Valid Unless Signed and Accepted by an Officer of the Company					
By			Approved	SIGNED X	BUYER

A DEBT AND TIME VALUE PURCHASE AGREEMENT REV A 12/03

# EXHIBIT “B”



3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # scott U:01232

Quality service since 1946

# Invoice

Invoice 259325  
Date In 04/12/22  
Completed 04/18/22

THOMAS GLENN KILDUFF

25 [REDACTED] ET

BE [REDACTED] 20  
61 [REDACTED]

Next Service Date  
07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17180  
Miles 664

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		JOB ID 1: FANTASTIC FAN LID IS BROKEN						Warranty
		FOUND LID MOUNT TO BE BROKEN AT LIFT POINT REMOVED LID AND INSTALLED A NEW LID						
		JAYCO INC.						
D7E-K102081		ROOF VENT LID; FAN-TASTIC (TM); HINGE WITH RIVETS; WHITE	1.0	46.64	46.64			Warranty
		REPLACE FANTASTIC FAN LID				48.00		Warranty
		LABOR						Warranty
Job ID: 1		TOTAL FOR SUB ORDER:	94.64					

04/28/22	69.64	Warranty	Deposit
04/18/22	0.00	Warranty	Deposit
04/28/22	69.64	Warranty	

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, we the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, we acknowledge that the above-listed repairs that we are requesting the Dealership to perform are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. We understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by stamping the "goodwill" repairs to the vehicle at no charge to me/us. We also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

We the undersigned acknowledge the foregoing as factual and we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement/credit voucher).

X \_\_\_\_\_ Date \_\_\_\_\_

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Thank You!*

Labor	48.00
Parts	46.64
Sublet	0.00
Tax	0.00
Total	94.64
(-) Warranty	94.64
Customer Due	0.00
(+) Deductible	0.00
Payments Applied	94.64
Customer Balance	0.00
Account Balance	0.00



3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # Adminis U:SFRETZ

Quality service since 1946

## Invoice

Invoice 261580  
Date In 05/09/22  
Completed 06/25/22

THOMAS GLENN KILDUFF  
2 [REDACTED]  
B [REDACTED]  
6 [REDACTED]

Next Service Date  
07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17180  
Miles 1046

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		CAMERA-THE REAR CAMERA COMES ON AND STAYS ON ONCE HE CHANGES LANES						
		NO PROBLEM FOUND.						
		CYCLED THROUGH ALL THREE CAMERAS MULTIPLE TIMES WHILE DRIVING COACH AROUND THE LOT AND AGAIN IN THE SHOP.						
		JAYCO INC.						
		LABOR						Warranty
		JOB ID 6: THE PASSENGER SIDE COMPARTMENT BEHIND THE LP TANK DOES NOT LATCH						Warranty
		STRIKER FOR LATCH IN WRONG POSITION.						
		REPOSITION STRIKER PLATE, LUBED LOCK AND HANDLE ASSEMBLY, DOOR WORKING AND LATCHING GOOD.						
		MOVED STRIKER PLATE FOR LATCH TO CATCH					40.00	Warranty
Job ID: 6		TOTAL FOR SUB ORDER: 40.00						
		JOB ID 7: DEMO SATELLITE TO CUSTOMER						GoodWill
		CUSTOMER DECLINED DEMO GOT INFOMATION OFF BOTH SAT. RECEIVERS SO CUSTOMER COULD ACTIVATE BEFORE PICK UP.						
		LABOR						GoodWill
		LABOR						GoodWill

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3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # JUDYM

Quality service since 1946

## Invoice

Invoice 260450  
Date In 05/09/22  
Completed 06/07/22

THOMAS GLENN KILDUFF

2  
B  
6

Next Service Date

**Year** 2022  
**Make** JAYCO  
**Model** GREYHAWK 31 F  
**Serial#** 1UJLJCBR1N1MF4102  
**VIN#** 1FDXE4FN4NDC28525  
**Stock#** 17180  
**Miles** 743

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		NUMEROUS CODES IN FORD ECU. GAS CAP NOT SEADED PROPERLY. REMOVED AND REINSTALLED GAS CAP. RESCANNED UNIT. CLEARED ALL CODES IN ECU. STARTED ENGINE NO LONGER HAS MESSAGE OR CHECK ENGINE LIGHT.						
		CLEAR CHECK ENGINE LIGHT				96.00		GoodWill
Job ID: 5		TOTAL FOR SUB ORDER:	96.00					

06/07/22 0.00 Warranty Deposit  
06/07/22 96.00 GoodWill Deposit

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, we the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not entitle use of recreational vehicle.

By signing below, we acknowledge that the above-listed repairs that we are requesting the Dealer/ship to attempt are not covered under the terms of any warranty and that the Dealer/ship is not obligated to perform them. We understand that the Dealer/ship is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me/us. We also understand that the DEALER/SHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONNECTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that payment is due.

We the undersigned acknowledge the forgoing as factual and we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement if credit card used).

**Cardholder acknowledges receipt of goods and/or services in the amount of**

Thank You!

Cash	Check	Visa/MC	Goodwill	Policy	Internal
0.00	0.00	0.00	0.00	0.00	0.00

<b>Labor</b>	704.00
<b>Parts</b>	0.00
<b>Sublet</b>	0.00
<b>Tax</b>	0.00
<b>Total</b>	704.00
<b>(-) Warranty</b>	608.00
<b>Customer Due</b>	0.00
<b>(+) Deductible</b>	0.00
<b>Payments Applied</b>	704.00
<b>Customer Balance</b>	<u>0.00</u>
<b>Account Balance</b>	0.00



3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # Adminis U:SFRETZ

Quality service since 1946

## Invoice

Invoice 261580  
Date In 05/09/22  
Completed 06/25/22

THOMAS GLENN KILDUFF

Next Service Data  
07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17180  
Miles 1046

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
				07/22/22	75.00	Warranty		Deposit
				07/22/22	75.00	Warranty		

We hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, We the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, We acknowledge that the above-listed repairs that we are requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. We understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me/us. We also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

We the undersigned acknowledge the foregoing as factual and we hereby acknowledge receipt of completed copy. We agree to pay above total amount according to card issuer agreement (Merchant agreement or credit voucher).

X \_\_\_\_\_ Date \_\_\_\_\_

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash	Check	Visa/MC	Goodwill	Policy	Internal	Charge
0.00	0.00	3951.32	0.00	0.00	0.00	0.00

*Thank You!*

Labor	1192.00
Parts	2897.01
Sublet	0.00
Discount	-288.89
Tax	223.66
<b>Total</b>	<b>4023.78</b>
(-) Warranty	72.46
Customer Due	3951.32
(+) Deductible	0.00
Payments Applied	4023.78
<b>Customer Balance</b>	<b>3951.32</b>
<b>Account Balance</b>	<b>0.00</b>

You Saved **288.89**



3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # JUDYM U:RRAPELJE

Quality service since 1946

## Invoice

Invoice 264140  
Date In 07/14/22  
Completed 08/17/22

THOMAS GLENN KILDUFF

2

B

6

Next Service Date  
07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17160  
Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor	Warranty
		JOB ID 1: DASH CAMERA WON'T GO BACK TO RADIO IF CUSTOMER USES THE TURN SIGNALS IT WON'T GO BACK TO GARMIN OR RADIO  FAILED HEAD UNIT (STEREO) CALLED INTO JAYCO AND THEY FEEL THE HEAD UNIT IS OVERHEATER. DASH STEREO FAILED.  DISASSEMBLE DASH AND PULL STEREO TO GET ALL PICTURES AND NUMBERS. P.O.O. 08/05/22 - DAVE-131  DAVID WORKED WITH SHAWN AT JAYCO ON THIS DIAG  WILL PRE-AUTH THIS REPLACEMENT WITH JAYCO  ASSEMBLE AND INSTALLED NEW STEREO HEAD UNIT. TESTED ALL FUNCTIONS OF HEAD UNIT AND CAMERAS, ALL GOOD.  JAYCO INC.							
XAV-AX8000		SONY XAV-AX8000 1DIN CHASSIS 8.95" FLOATING LCD SCREEN WITH APPLE CAR PLAY, ANDROID AUTO, MEDIA RECEIVER WITH BLUETOOTH  R&R RADIO	1.0	909.99		909.99			Warranty

Job ID: 1 TOTAL FOR SUB ORDER: 1134.99

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Quality service since 1946

Invoice

3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # JUDYM U:RRAPELJE

Invoice 263090  
Date In 07/14/22  
Completed 08/10/22

THOMAS GLENN KILDUFF

Next Service Date

07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDKE4FN4NDC28525  
Stock# 17180  
Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		JOB ID 2: WHEN CUSTOMER IS DRIVING THE RADIO WILL NOT ALLOW YOU TO CHANGE TO ANOTHER CHANNEL						Warranty
		DIAG IN JOB#1						Warranty
		JOB ID 3: THE VALANCE OVER THE DINETTE HAS FALLEN DOWN AND BROKEN						Warranty
		FASTENED TO WALL AND UPPER FABRIC SECTION POORLY.						
		REBUILT WINDOW FRAME AND VALANCE. COUNTERSINK SCREW HOLES IN FRAME AND FASTEN WITH NEW SCREWS. REFASTEN UPPER FABRIC SECTION OF VALANCE. REINSTALL WINDOW SHADE.						
		JAYCO INC.						
		SECURE VALANCE AND BLIND					160.00	Warranty
Job ID: 3		TOTAL FOR SUB ORDER: 160.00						
		JOB ID 4: THE A/C WILL NOT COOL WHILE DRIVING WHILE RUNNING THE GENERATOR-IT COOLS GREAT PLUGGED INTO THE SHORE AND NOT MOVING						GoodWill
		NO PROBLEM FOUND.						
		SEE ATTACHED PICTURE'S OF TEMPS WHILE DRIVING. GENERATOR OUTPUT WITH A/C ON 120.1 VAC @ 60.01 Hz. QUICK DUMPS WERE OPEN ON THE A/C WHICH IS OK FOR ABOUT 15 MIN. THEN MUST BE CLOSED TO AVOID A/C FREEZE UP!						
		JAYCO INC.						
		NO PROBLEM FOUND IN THE SHOP					48.00	GoodWill
Job ID: 4		TOTAL FOR SUB ORDER: 48.00						
		JOB ID 5: QUOTE TO INSTALL A SECOND ROOF TOP A/C -CAN WE INSTALL A FURRION IN THE BEDROOM						GoodWill
		CUSTOMER REQUEST.						

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3479 Bethlehem Pike  
Souderton, PA 18964  
215-723-3121  
SERVER2008 # JUDYM U:RRAPELJE

Quality service since 1946

## Invoice

Invoice 263090  
Date In 07/14/22  
Completed 08/10/22

THOMAS GLENN KILDUFF

Next Service Date  
07/14/22

Year 2022  
Make JAYCO  
Model GREYHAWK 31 F  
Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17180  
Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		GOT NEEDED INFO FROM JAYCO AND PARTS AND WROTE QUOTE.  A FURRION 14,500 A/C COULD BE INSTALLED IN THE BEDROOM 3932469- ROOF TOP A/C - \$850.00 3929926-MANUAL CONTROLS-\$145.00 LABOR TO REMOVE VENT AND INSTALL THE A/C-\$480.00 TOTAL-\$1475.00 PLUS TAX  CUSTOMER DECLINED THIS INSTALL AT THIS TIME.						
		JOB ID 6: THE DRAWER UNDER THE STOVE COMES OPEN IN TRAVEL						Warranty
		LARGER DRAWER LATCH NOT STRONG ENOUGH. DRAWER TRACK FAILED.						
		ADDED A SECOND LATCH TO DRAWER TO HOLD CLOSED IN TRAVEL. TRACKS LOSING BALL BEARINGS. R & R COMPLETE SET OF DRAWER TRACKS.						
		JAYCO INC.						
J45-70435		CABINET CATCH	1.0	2.60		2.60		Warranty
0268638		GUIDE DWR BBRG 20" BL 37 MM	1.0	15.00		15.00		Warranty
		R&R DRAWER GUIDES AND INSTALL A CATCH					64.00	Warranty
Job ID: 6		TOTAL FOR SUB ORDER: 81.60						
		JOB ID 7: THE 1ST DRAWER IN THE BUNK AREA COMES OPEN IN TRAVEL						Warranty
		NOT ADJUSTED PROPERLY.						
		LUBED AND ADJUSTED DRAWER TRACKS.						
		JAYCO INC.						
		ADJUSTED DRAWER TRACKS					56.00	Warranty
Job ID: 7		TOTAL FOR SUB ORDER: 56.00						
		JOB ID 8: THE DRAWER AT THE BOTTOM OF THE BED TO THE LEFT HAND SIDE COMES OPEN IN TRAVEL						Warranty
		NOT ADJUSTED PROPERLY.						

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Serial# 1UJLJCBR1N1MF4102  
VIN# 1FDXE4FN4NDC28525  
Stock# 17180  
Miles 2,843

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
		LUBED AND ADJUSTED DRAWER TRACKS.						
J45-70435	JAYCO INC.	CABINET CATCH	1.0	2.60	2.60	56.00		Warranty
		ADJUSTED DRAWER TRACKS						Warranty
Job ID: 8		TOTAL FOR SUB ORDER:		56.60				
		JOB ID 9: THERE IS A BUNDLE OF WIRES ZIP TIED AND HANGING DOWN SECURE SO IT DOES NOT GET CAUGHT ON ANYTHING						Warranty
ZIPTIE	ZIPTIE	NUMEROUS HARNESSES HANGING TOO LOW UNDER UNIT. WIRE TIED HARNESSES IN PLACE AS NEEDED. JAYCO INC.	10.0	0.25	2.50	32.00		Warranty
		TIED UP HARNESSES UNDER UNIT						Warranty
Job ID: 9		TOTAL FOR SUB ORDER:		34.50				
		JOB ID 10: ENTRY DOOR HANDLE VERY CROOKED AND WORKS VERY HARD						Warranty
		MOUNTED POORLY						
		REMOVED ENTRY DOOR HANDLE. REINSTALLED STRAIGHT AND LUBED AS NEEDED. TESTED ALL FUNCTIONS, ALL GOOD.						
JAYCO INC.		RESET ENTRANCE DOOR HANDLE				48.00		Warranty
Job ID: 10		TOTAL FOR SUB ORDER:		48.00				
		JOB ID 11: CHECK ENGINE LIGHT ON						GoodWill
		GAS CAP NOT SEATED CORRECTLY.						
		INSTALLED GAS CAP PROPERLY. SCAN ECU AND CLEARED ALL CODES. RESAN AFTER TEST DRIVE, ALL GOOD.						
JAYCO INC.		SCAN CODES				112.00		GoodWill

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**Invoice**

Invoice 263090  
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Stock# 17180  
Miles 2,843

THOMAS GLENN KILDUFF

Next Service Date  
07/14/22

Part#	Job	Service & Part Description	Qty	List	Disc	Price	Ext.	Labor
Job ID: 11		TOTAL FOR SUB ORDER:	112.00					

08/10/22 162.88 GoodWill Deposit  
08/10/22 0.00 Warranty Deposit

I/we hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described for the purpose of testing and/or inspection. An express mechanic lien is hereby acknowledged on this vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to the vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control. If it becomes necessary for you to employ a collection agency, and/or attorney to collect this amount, I/we the undersigned agree to pay all court costs plus a reasonable attorney's fee and/or collection agency fee. If dealership is unable to complete repairs immediately following drop-off, customer elects to store recreational vehicle at dealership until repairs are completed. Customer agrees that such storage is voluntary and does not prevent use of recreational vehicle.

By signing below, I/we acknowledge that the above-listed repairs that I/we am requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. I/we understand that the Dealership is in no way creating a warranty of any kind on my/our vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me/us. I/we also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR.

A storage fee of \$20/day will be charged if a vehicle is not picked up within 10 days of notification that the work is complete.

I/we the undersigned acknowledge the foregoing as factual and I/we hereby acknowledge receipt of completed copy. I/we agree to pay above total amount according to card issuer agreement (Merchant agreement if credit voucher).

X \_\_\_\_\_ Date \_\_\_\_\_

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Cash 0.00	Check 0.00	Visa/MC 0.00	Goodwill 0.00	Policy 0.00	Internal 0.00	Charge 0.00
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*Thank You!*

Labor	576.00
Parts	22.70
Sublet	0.00
Tax	2.88
Total	601.58
(-) Warranty	438.70
Customer Due	0.00
(+) Deductible	0.00
Payments Applied	601.58
Customer Balance	0.00
Account Balance	0.00